

Exhibit A

TURNER LAW FIRM, LLC

BY: ANDREW R. TURNER, ESQ.

76 South Orange Avenue - PO Box 526

South Orange, New Jersey 07079

973-763-5000

Attorneys for Plaintiff

NJ Attorney ID 00690-1992

Plaintiff

UNITED SUPPLY COMPANY,
Division of USCO, INC.

vs.

Defendants

OPTIMUM AIR SOLUTION INC.,
HERSH FRIED and FRAIDEL FRIED

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-SOMERSET COUNTY

Docket No. SOM L

Civil Action

COMPLAINT

Plaintiff, by and through counsel, complaining of the
Defendants, says:

THE PARTIES

1. Plaintiff is in the business of selling plumbing supplies and related materials to the commercial trade.

2. Plaintiff maintains a place of business at 457 West End Avenue, North Plainfield (Somerset County), New Jersey 07060.

3. Defendant Optimum Air Solution Inc. ("Optimum") is an active corporation organized and existing under the laws of the State of New York.

4. Optimum maintains a place of business at 5 Jill Lane #100, Monsey (Rockland County), New York 10952.

5. Defendants Hersh Fried and Fraidel Fried (collectively the "Frieds") are natural persons with a last known address of 5 Jill Lane #100, Monsey (Rockland County), New York 10952.

6. The Frieds are owners/officers of Optimum and personal guarantors, jointly and individually, of its indebtedness to Plaintiff.

FIRST COUNT

(Book Account/Breach of Contract/Unjust Enrichment)

7. Plaintiff repeats the allegations of the preceding paragraphs as though set forth herein at length.

8. On or about April 22, 2004 Optimum executed and delivered a credit application to Plaintiff.

9. Along with the credit application the Frieds executed and delivered their personal guaranties of monies owed by Optimum.

10. A true, redacted copy of the Credit Application And Personal Guarantee is annexed as Exhibit A.

11. Thereafter the parties conducted business in accordance with the terms of credit and reliance on the Frieds' personal guaranties.

12. Optimum became indebted to Plaintiff on a book account and for the reasonable value of merchandise sold and delivered, and/or services rendered as set forth on Plaintiff's statement annexed as Exhibit B.

13. In accordance with the parties' agreement, finance charges accrued on the unpaid balance as reflected on Plaintiff's statement (Exhibit B).

14. At the time of default there was due and owing on the book account the sum of \$240,991.78, which amount Optimum agreed to pay.

15. The account was referred for collection.

16. Optimum made one payment of \$5,000.00 on account of the outstanding balance for which credit is given, leaving a balance due on the book account of \$235,991.78 (Exhibit B).

17. Notwithstanding Plaintiff's demands, Optimum failed, refused, and neglected to make any further payments on the open balance.

18. Optimum has been unjustly enriched by accepting the value and benefit of Plaintiff's goods and services without payment therefor.

19. Plaintiff has been damaged by Optimum's conduct.

WHEREFORE, Plaintiff demands judgment against Optimum on this count in the sum of \$235,991.78, plus interest, costs, and such other relief as the Court deems fair, just, and equitable.

SECOND COUNT
(Attorney's Fees)

20. Plaintiff repeats and reasserts the allegations of all preceding paragraphs as though set forth herein at length.

21. Pursuant to the terms of the credit application (Exhibit A), in the event of default and Plaintiff turning the account over

for collection, Optimum would pay an additional twenty-five (25%) percent of the amount due as a collection fee.

22. At the time of Optimum's default there was due and owing on the book account the sum of \$240,991.78, twenty-five (25%) percent of which equals \$60,247.94.

WHEREFORE, Plaintiff demands judgment against Optimum on this count in the sum of \$60,247.94, plus interest, costs, and such other relief as the Court deems fair, just, and equitable.

THIRD COUNT
(Guaranty)

23. Plaintiff repeats and reasserts the allegations of all preceding paragraphs as though set forth herein at length.

24. The Fries are owners/officers of Optimum.

25. On or about April 22, 2004, Hersh Fried and Fraidel Fried executed and delivered to Plaintiff their personal guaranties of all the indebtedness of Optimum.

26. A true, redacted copy of the Fries' personal guaranties is annexed as part of Exhibit A.

27. Notwithstanding Plaintiff's demands, the Fries failed, refused, and neglected to make payment.

28. The Fries, jointly and individually, are therefore indebted to Plaintiff for the total indebtedness of Optimum which totals to \$296,239.72.

WHEREFORE, Plaintiff demands judgment against Hersh Fried and Fraidel Fried, jointly and individually, on this count in the

total sum of \$296,239.72, plus interest costs, and such other relief as the Court deems fair, just, and equitable.

WHEREFORE, Plaintiff demands judgment against all Defendants, jointly and individually, on all counts in the total sum of **\$296,239.72**, plus interest and costs.

TURNER LAW FIRM, LLC
Attorneys for Plaintiff

Dated: June 7, 2021

BY: 

ANDREW R. TURNER

CERTIFICATION PURSUANT TO
R. 4:5-1 and R. 1:38-7 (b) and (c)
and DESIGNATION OF TRIAL COUNSEL

The matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated to the best of my knowledge. There are no other parties who should be joined in the action.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

Andrew R. Turner is hereby designated as trial counsel.

TURNER LAW FIRM, LLC
Attorneys for Plaintiff

BY: 

ANDREW R. TURNER

Dated: June 7, 2021

EXHIBIT A

CREDIT APPLICATION AND PERSONAL GUARANTEE

USCO/INC
 Divisional:
 UNITED SUPPLY COMPANY / COMFORT CONTROL / KITCHEN & BATH WORKS / AUTHENTIC KITCHENS
 P. O. Box 1259 West End Avenue & Route 22, North Plainfield, N.J. 07061
 Wholesale Distributors/Plumbing, Hydraulics, Air Conditioning, Industrial Supplies

West End Ave. & Rt. 22, North Plainfield, NJ 07061 (908) 757-3232 ☐
 Route 17S & Robinson Rd., Lodi, NJ 07644 (201) 587-8180 ☒
 47 Nayman Springs Rd., Shrewsbury, NJ 07702 (732) 741-1111 ☐
 2309 Route 9, Toms River, NJ 08753 (732) 383-8800 ☐
 7A Chalk Court, Dayton, NJ 08810 (732) 329-8301 ☐
 1001 Lower Landing Road, Blackwood, NJ 08012 (609) 232-0420 ☐

Applicant's Name Optimum Air Solution, Inc.
 Street 7 Cedar Lane City Monsey State NY Zip 10952 Tel. No. 845-642-5995
 Type of Business HVAC Installation & Service No. of Years Estab. 3
 Proprietorship _____ Partnership _____ Corp. ☒

PRINCIPALS and/or OFFICERS

Name Harsh Fried Title President Soc. Sec. No. _____
 Address 7 Cedar Lane Own _____ Rent ☒
 Name _____ Title _____ Soc. Sec. No. _____
 Address _____ Own _____ Rent _____

FINANCIAL INFORMATION

Name of Bank(s) Bank of New York Branch Monsey Acct. No. _____
 Name of Bank(s) _____ Branch _____ Acct. No. _____

TRADE REFERENCES

Name Blasco Supply, Inc. Street 40 Robert Pitt Dr. City Monsey State NY
 Name HVAC distributors Street 8 Industrial Dr. City Coskoven State NY
 Name Wallwork Group Street 300 Corporate Dr. City Blauvelt State NY

A Service Charge of 1-1/2% per month will be made on bills remaining unpaid after the 10th of the second month from date of purchase.

If this account is placed in the hands of a bonded collection agency, or attorney for collection the applicant and guarantor shall pay an amount equal to 25% of the unpaid principal and interest as a collection fee, which amount the undersigned agrees is reasonable.

This is to certify that the undersigned is a principal in the above named business. In consideration for the extension of credit by USCO/INC. and its divisions and any affiliates, the undersigned, jointly and severally, do personally guarantee payment of all monies owed.

Date 4/22/04 Principal Harsh Fried L.S.
 Individually

Date 4/22/04 Principal's Spouse Janet Fried

EXHIBIT B

Statement As of Date: 3/31/2021



USCO
457 West End Avenue
North Plainfield, NJ 07060
908-757-3232
908-757-3232

Statement

CUSTOMER ID

107061

AS OF DATE

3/31/2021

PAGE

1 of 5

OPTIMUM AIR SOLUTION, INC.

Customer ID: 107061
5 Jill Lane
Monsey, NY 10952
USA

845-642-5195

Total Amount Due:

240,991.78

Invoice Number	Invoice Date	Due Date	Purchase Order Number	Amount Due	Invoice Number	Amount Enclosed
688795	5/30/2019	6/30/2019	2 CHELSEA	3,704.69	688795	
690009	5/31/2019	6/30/2019		262.56	690009	
690056	5/31/2019	6/30/2019	32 beckett	811.41	690056	
690057	5/31/2019	6/30/2019	12 elaine---1st flr	527.52	690057	
690059	5/31/2019	6/30/2019	12 ELAINE	1,866.44	690059	
690061	5/31/2019	6/30/2019	YOSSI	95.97	690061	
690206	5/31/2019	6/30/2019	15 FIELDCREST MONSEY	1,090.35	690206	
690207	5/31/2019	6/30/2019	90 HIGHVIEW	2,180.69	690207	
690500	6/1/2019	6/1/2019	Service Charge	2,006.36	690500	
691520	6/5/2019	7/31/2019	43 NEW COUNTY RD	3,293.19	691520	
693659	6/11/2019	7/31/2019	8 YALE-1	1,706.60	693659	
693666	6/11/2019	7/31/2019	14 MOCCASIN	687.79	693666	
695565	6/17/2019	7/31/2019	10 MILFORD---MONSEY	2,223.43	695565	
695566	6/17/2019	7/31/2019	43 NORTH MADISON AVE-SP VALLEY	1,236.46	695566	
695567	6/17/2019	7/31/2019	MEZRITCH 10977	1,375.57	695567	
698191	6/21/2019	7/31/2019	43 north madison	1,236.46	698191	
698192	6/21/2019	7/31/2019	10 milford	1,348.65	698192	
698255	6/21/2019	7/31/2019	MEZRITCH 10977	1,218.55	698255	
700780	6/26/2019	7/31/2019	43 NORTH MADISON APT 101	1,090.86	700780	
700837	6/26/2019	7/31/2019	2 ayden suffern	733.00	700837	
700841	6/26/2019	7/31/2019	8 SOUTH POST AIRMONT	978.79	700841	
700858	6/26/2019	7/31/2019		2,060.87	700858	
702099	6/27/2019	7/31/2019	11 TEMPO NEW CITY	638.50	702099	
702100	6/27/2019	7/31/2019	32 Beckett - 10952	970.50	702100	
702178	6/27/2019	7/31/2019	26 MEZRITCH RD	2,146.05	702178	
703142	6/28/2019	7/31/2019		-2,223.43	703142	
703840	7/1/2019	7/1/2019	Service Charge	2,429.61	703840	
705685	7/8/2019	8/31/2019	43 NORTH MADISON SP VALLEY	1,090.86	705685	
705699	7/8/2019	8/31/2019	42 BRIARCLIFF - 10952	681.67	705699	
705700	7/8/2019	8/31/2019	7 willows sp valley	733.00	705700	

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2 of 5

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705757	7/8/2019	8/31/2019	26 meztch NEW SQUARE	1,575.87	705757	
705805	7/8/2019	8/31/2019	103 WEST st SP valley	3,032.24	705805	
705901	7/8/2019	8/31/2019	8 LARK 10977	4,991.65	705901	
706391	7/9/2019	8/31/2019	4 Rockwood 10901	6,265.43	706391	
706392	7/9/2019	8/31/2019	43 north madison sp valley	2,472.91	706392	
706394	7/9/2019	8/31/2019	38 meizritch first-b	691.03	706394	
706406	7/9/2019	8/31/2019	6 ROCKRIDGE 10984 THEILLS	678.63	706406	
707493	7/11/2019	8/31/2019	31 NORTH MADISON	545.43	707493	
707532	7/11/2019	8/31/2019	3 glode airmont	3,507.66	707532	
710010	7/16/2019	8/31/2019	43 NORTH MADISON SPR VALLEY	2,472.91	710010	
710017	7/16/2019	8/31/2019	31 N madison 10977 spring valley	545.43	710017	
710438	7/17/2019	8/31/2019	31 N. MADISON - 10977	1,090.86	710438	
712137	7/22/2019	8/31/2019		545.43	712137	
712178	7/22/2019	8/31/2019	8 Dunhill - 10952	5,480.17	712178	
713653	7/24/2019	8/31/2019	14 PENNY 10950	1,882.31	713653	
713762	7/24/2019	8/31/2019	7 DORCHESTER MONSEY	1,781.38	713762	
714820	7/25/2019	8/31/2019		545.43	714820	
714821	7/25/2019	8/31/2019	31 N Madison - 10977-1	545.43	714821	
717816	7/31/2019	8/31/2019	6 bohr 10977 spring valley	1,767.76	717816	
719060	7/31/2019	8/31/2019	19 valley view	2,472.91	719060	
719063	7/31/2019	8/31/2019	12 MOUNTAIN	691.03	719063	
719071	7/31/2019	8/31/2019	43 north madison 10977	2,513.75	719071	
719448	8/1/2019	8/1/2019	Service Charge	2,054.50	719448	
720504	8/5/2019	9/30/2019	43 N MADSION #104	890.56	720504	
720506	8/5/2019	9/30/2019	4 ANN	1,256.89	720506	
720507	8/5/2019	9/30/2019	165 GRANDVIEW	691.03	720507	
720866	8/7/2019	9/30/2019	31 NORTH MADISON SPR VALLEY	890.56	720866	
720867	8/7/2019	9/30/2019	43 N MADSION #104	708.30	720867	
722283	8/9/2019	9/30/2019	110 SUNSET RD BLAUVELT	991.75	722283	
722284	8/9/2019	9/30/2019	7 OVERBROOK 10952	1,260.52	722284	

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3 of 5

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723789	8/14/2019	9/30/2019	4 BROOKS EDGE 10956	970.50	723789	
723864	8/14/2019	9/30/2019	4 ANN SPR VALLEY	260.38	723864	
724344	8/14/2019	9/30/2019	31 N MADISON RIGHT TOP 109	890.56	724344	
724345	8/14/2019	9/30/2019	31 N MADISON TOP FLR-MID	890.56	724345	
726195	8/20/2019	9/30/2019		-638.50	726195	
726494	8/20/2019	9/30/2019	85 WSET ST SPRG VALLEY	1,630.25	726494	
726549	8/20/2019	9/30/2019	371 REMSEN 10952	1,435.99	726549	
728031	8/23/2019	9/30/2019	181 BLAUVELT	1,090.86	728031	
728049	8/23/2019	9/30/2019	181 BLAUVELT BACK	2,293.69	728049	
730119	8/27/2019	9/30/2019	10 AMBER	4,064.60	730119	
730156	8/27/2019	9/30/2019	181 BLAUVELT	1,382.05	730156	
730157	8/27/2019	9/30/2019	6 MONSEY BLVD	1,636.29	730157	
730158	8/27/2019	9/30/2019	85 WSET ST SPRG VALLEY	691.03	730158	
732000	8/30/2019	9/30/2019	181 Blauvelt Rd--Mid house	2,472.91	732000	
732002	8/30/2019	9/30/2019	181 BLAUVELT RD-FRONT R&L	2,606.68	732002	
732003	8/30/2019	9/30/2019	6 MONSEY BLVD--201-201-203	4,945.43	732003	
732004	8/30/2019	9/30/2019	6 monsey blvd 211--10952	691.03	732004	
732977	9/1/2019	9/1/2019	Service Charge	2,454.30	732977	
734123	9/6/2019	10/31/2019		90.59	734123	
737446	9/17/2019	10/31/2019		2,074.27	737446	
737447	9/17/2019	10/31/2019	11 Tempo	638.72	737447	
737448	9/17/2019	10/31/2019	27 YALE	3,101.24	737448	
737451	9/17/2019	10/31/2019	6 MONSEY BLVD 201&202	3,163.18	737451	
739810	9/23/2019	10/31/2019	21 VINCENT--CONDENSERS	8,261.02	739810	
741421	9/26/2019	10/31/2019		-1,707.88	741421	
741547	9/26/2019	10/31/2019	17 south post airmont--pads	214.61	741547	
741676	9/26/2019	10/31/2019	12 SOUTH POST AIRMONT	5,167.78	741676	
741678	9/26/2019	10/31/2019	8 BLUEBIRD--COND UNITS	4,229.30	741678	
744279	10/1/2019	10/1/2019	Service Charge	2,434.01	744279	
748928	10/15/2019	11/30/2019	4 ANN - ADDITIONAL	720.62	748928	

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3/31/2021

PAGE

4 of 5

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240,991.78

Invoice Number	Invoice Date	Due Date	Purchase Order Number	Amount Due	Invoice Number	Amount Enclosed
748935	10/15/2019	11/30/2019	26 MEZRICH NEW SQUARE	485.01	748935	
757955	11/1/2019	11/1/2019	Service Charge	2,846.16	757955	
770999	12/1/2019	12/1/2019	Service Charge	2,917.60	770999	
782772	1/1/2020	1/1/2020	Service Charge	2,952.80	782772	
783470	1/6/2020	2/28/2020	21 MORRIS	537.75	783470	
783471	1/6/2020	2/28/2020	6 SHERRI-ROUGH-IN	1,009.43	783471	
783472	1/6/2020	2/28/2020	6 SHERRI	233.17	783472	
784017	1/7/2020	2/28/2020	3 NANCY	309.67	784017	
786291	1/14/2020	2/28/2020	8 BLUEBIRD CHESTNUT RIDGE 10952	638.50	786291	
794586	2/1/2020	2/1/2020	Service Charge	2,953.43	794586	
805717	3/1/2020	3/1/2020	Service Charge	3,036.33	805717	
807912	3/10/2020	4/30/2020	8 BLUEBIRD	1,330.57	807912	
817156	4/1/2020	4/1/2020	Service Charge	3,061.25	817156	
825471	5/1/2020	5/1/2020	Service Charge	3,065.21	825471	
836423	6/1/2020	6/1/2020	Service Charge	3,233.87	836423	
847420	6/24/2020	7/31/2020	43 new country	7,011.10	847420	
853333	7/1/2020	7/1/2020	Service Charge	3,073.71	853333	
861311	7/21/2020	8/31/2020	27 YALE-4	3,734.50	861311	
870595	8/1/2020	8/1/2020	Service Charge	3,268.35	870595	
874166	8/13/2020	9/30/2020	720 UNION, SPRING VALLEY	19,199.39	874166	
885144	9/1/2020	9/1/2020	Service Charge	2,972.78	885144	
898464	10/1/2020	10/1/2020	Service Charge	3,305.16	898464	
912217	11/1/2020	11/1/2020	Service Charge	3,356.08	912217	
918375	11/18/2020	12/31/2020		1,271.15	918375	
924804	12/1/2020	12/1/2020	Service Charge	3,386.04	924804	
938992	1/1/2021	1/1/2021	Service Charge	3,455.90	938992	
950498	2/1/2021	2/1/2021	Service Charge	3,578.04	950498	
961228	3/1/2021	3/1/2021	Service Charge	3,570.03	961228	

Statement As of Date: 3/31/2021



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PAGE

5 of 5

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845-642-5195

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240,991.78

Invoice Number	Invoice Date	Due Date	Purchase Order Number	Amount Due	Invoice Number	Amount Enclosed																										
Total Amount Due:				240,991.78																												
<table><tr><th colspan="5">-----Invoice Age in Days-----</th></tr><tr><th>Current</th><th><= 30</th><th>31 to 60</th><th>61 to 90</th><th>OVER 90</th><td colspan="2"></td></tr><tr><td>0.00</td><td>3,570.03</td><td>3,578.04</td><td>3,455.90</td><td>230,387.81</td><td>Total Amount Due:</td><td>240,991.78</td></tr><tr><td colspan="5"></td><td>Amount Enclosed:</td><td></td></tr></table>							-----Invoice Age in Days-----					Current	<= 30	31 to 60	61 to 90	OVER 90			0.00	3,570.03	3,578.04	3,455.90	230,387.81	Total Amount Due:	240,991.78						Amount Enclosed:	
-----Invoice Age in Days-----																																
Current	<= 30	31 to 60	61 to 90	OVER 90																												
0.00	3,570.03	3,578.04	3,455.90	230,387.81	Total Amount Due:	240,991.78																										
					Amount Enclosed:																											

5/14/21 Pmt on account 5000.00

New balance \$ 235991.78

Civil Case Information Statement

Case Details: SOMERSET | Civil Part Docket# L-000784-21

Case Caption: UNITED SUPPLY COMPANY Y VS
OPTIMUM AIR SOLUTION

Case Initiation Date: 06/07/2021

Attorney Name: ANDREW R TURNER

Firm Name: TURNER LAW FIRM, LLC

Address: 76 SOUTH ORANGE AVE. P.O. BOX 526

SOUTH ORANGE NJ 07079

Phone: 9737635000

Name of Party: PLAINTIFF : United Supply Company

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: BOOK ACCOUNT (DEBT COLLECTION MATTERS
ONLY)

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Are sexual abuse claims alleged by: United Supply Company? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

06/07/2021

Dated

/s/ ANDREW R TURNER

Signed